

EXHIBIT F INSURANCE REQUIREMENTS

I) GENERAL

The Concessioner must obtain and maintain during the entire term of this Contract, at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of the Contract. The Director will approve the types and amounts of insurance coverage purchased by the Concessioner.

At the request of the Director, the Concessioner must, at the time insurance is first purchased and annually thereafter, provide the Director with a Certificate of Insurance that accurately details the conditions of the policy as evidence of compliance with this section. The Concessioner must provide the Director immediate written notice of any material change in the Concessioner's insurance program hereunder, including without limitation, cancellation of any required insurance coverages.

From time to time, as conditions in the insurance industry warrant, the Director may modify this Exhibit, provided that any additional requirements must be reasonable and consistent with the types of insurance a prudent businessperson would purchase in similar circumstances.

The Director will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason whatsoever.

II) LIABILITY INSURANCE

The Concessioner must provide commercial general liability insurance against claims arising out of or resulting from the acts or omissions of the Concessioner or its employees, agents or contractors, in carrying out the activities and operations required and/or authorized under this Contract.

All liability policies must specify that the insurance company will have no right of subrogation against the United States of America and must provide that the United States of America is named an additional insured.

This insurance must be in the amount commensurate with the degree of risk and the scope and size of the activities required and/or authorized under this Contract. The following limits of liability and coverage terms indicated are not intended as a limitation and are to be maintained at a minimum, all of which are to be written on an occurrence basis only. The Concessioner may attain the limits specified below by means of supplementing the respective coverage(s) with Excess or Excess "Umbrella" Liability. Furthermore, the commercial general liability package must provide no less than the coverages and limits described.

A) Commercial General Liability

- (1) Coverage will be provided for bodily injury, property damage, personal or advertising injury liability (and must include Contractual Liability and Products/Completed Operations Liability).

Bodily Injury and Property Damage

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|--|-------------|
| • General Aggregate | \$2,000,000 |
| • Products & Completed Operations Aggregate | \$1,000,000 |
| • Per Occurrence | \$1,000,000 |
| • Personal Injury & Advertising Injury Limit | \$1,000,000 |

- Medical Payments \$10,000,000
- Fire Damage Legal Liability “per fire” \$50,000 (included)

(2) The liability coverages may not contain the following exclusions/limitations:

- Athletic or Sports Participants
- Products/Completed Operations
- Personal Injury or Advertising Injury exclusion or limitation
- Contractual Liability limitation (must specifically reference the NPS Contract #)
- Explosion, Collapse and Underground Property Damage exclusion
- Watercraft limitations affecting the use of watercraft in the course of the concessioner's operations (unless separate Watercraft coverage is maintained).

(3) Pollution liability insurance coverage must be included for damages resulting from smoke, fumes, vapor or soot, or other contaminants from a hostile fire.

(4) If the policy insures more than one location, the General Aggregate limit must be amended to apply separately to each location, or, at least, separately to the appropriate NPS location(s).

B) Automobile Liability

Coverage will be provided for bodily injury or property damage arising out of the ownership, maintenance or use of “any auto,” Symbol 1. (Where there are no owned autos, coverage applicable to “hired” and “non-owned” autos, “Symbols 8 & 9,” will be maintained.)

Bodily Injury and Property Damage (combined)	\$1,000,000 per occurrence/accident
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C) Environmental Impairment Liability

Coverage will be provided for bodily injury, personal injury or property damage arising out of pollutants or contaminants (on and off site).

Each Occurrence or Each Claim Limit	\$500,000
Aggregate Limit	\$1,000,000

D) Excess Liability or Excess “Umbrella” Liability

This coverage is not required, but may be used to supplement any of the above Liability coverage policies in order to arrive at the required minimum limit of liability. If maintained, coverage will be provided for bodily injury, property damage, personal or advertising injury liability in excess of scheduled underlying insurance. In addition, coverage must be at least as broad as that provided by underlying insurance policies and the limits of underlying insurance must be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage afforded under the Excess Liability or Excess “Umbrella” Liability policy.

E) Care, Custody and Control--Legal Liability (Describe Specific Coverage)

Coverage will be provided for damage to property in the care, custody or control of the concessioner.

Any One Loss	Same as General Liability
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F) Special Provisions for Use of Aggregate Policies

If at any time the aggregate limit of any required policy is (or if it appears that it will be) reduced or exhausted, the Concessioner may be required to reinstate such limit or purchase additional coverage limits. The General Aggregate under the Commercial General Liability policy must apply on a “per location” basis. The Certificate of Insurance required herein will note compliance with this aggregate provision.

G) Self-Insured Retentions.

Self-insured retentions on any of the above described Liability insurance policies (other than Excess “Umbrella” Liability, if maintained) may not exceed \$10,000 without prior approval from the Director.

H) Workers Compensation and Employers' Liability.

Coverage will comply with the statutory requirements of the state(s) in which the Concessioner operates. The States of concession operations must be specifically included for coverage under the policy, including US L & H.

III) PROPERTY INSURANCE**A) Building(s) and/or Contents Coverage**

- (1) Amount of Insurance (Building): 100% of replacement value (without deduction for physical depreciation) of assets listed in Exhibit D.
- (2) Amount of Insurance (Contents): 100% of replacement value (without deduction for physical depreciation).
- (3) Amount of Insurance (Inventory): 100% of replacement value (without deduction for physical depreciation).
- (4) Insurance shall cover buildings, structures, improvements & betterments and/or contents for all Concession Facilities, as more specifically described in Exhibit C of this Contract.
- (5) Coverage shall apply on an “All Risks” or “Special Coverage” basis.
- (6) The policy shall provide for loss recovery on a Replacement (without deduction for physical depreciation) value basis.
- (7) “Blanket Amount” insurance is preferred. The amount of insurance (limit of liability) should represent no less than 100% of the Replacement value of the sum total of all insured property.
- (8) The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.
- (9) Coverage is to be provided on a blanket basis, real or personal property.
- (10) The vacancy and unoccupancy restriction, if any, must be eliminated for property that will be vacant or unoccupied beyond any time period specified in the policy.
- (11) Flood Coverage shall be maintained at the maximum limit available not to exceed 100% replacement value.
- (12) Earthquake Coverage shall be maintained at the maximum limit available not to exceed 100% replacement value.

- (13) Ordinance or Law, demolition and increased cost of construction Coverage shall be maintained with a limit of not less than the building replacement value of assets listed in Exhibit C.

B) Boiler & Machinery Coverage (If Applicable)

- (1) Insurance shall apply on the “comprehensive” basis of coverage including all objects within the Concession Facilities. Production equipment is to be included if applicable.
- (2) The policy shall provide for loss recovery on a replacement value (without deduction for physical depreciation) basis.
- (3) The amount of insurance should represent no less than 90% of the Replacement value (without deduction for physical depreciation) of the sum total of all insured property.
- (4) The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.
- (5) Coverage is to be provided on a blanket basis.
- (6) If insurance is written with a different insurer than the Building(s) and Contents insurance, both the Property and Boiler insurance policies must be endorsed with a joint loss agreement.
- (7) Ordinance or Law, demolition and increased cost of construction Coverage shall be maintained with a limit of not less than the building replacement costs of assets listed in Exhibit D.

C) Business Interruption and/or Expense (If Applicable)

Business Interruption insurance and extra expense insurance is to cover the loss of income and continuation of fixed expense in the event of damage to or loss of Concession Facilities or any property supporting the Concession operations, including, without limitation and with respect to the interests of the National Park Service, the loss (or reduction) of franchise fee payments to the National Park Service by the Concessioner. Extra Expense insurance shall cover the extra expenses above normal operating expenses to continue operations in the event of damage or loss to covered property.

D) Deductibles

Property Insurance coverages described above may be subject to deductibles as follows:

- (1) Direct Damage deductibles shall not exceed the lesser of 10% of the amount of insurance or \$25,000 (except Flood & Earthquake coverage may be subject to deductibles not exceeding \$50,000).
- (2) Extra Expense deductibles (when coverage is not combined with Business Interruption) shall not exceed \$25,000.

E) Required Clauses

Loss Payable Clause: A loss payable clause similar to the following must be added to Buildings and/or Contents, Boiler and Machinery, and Builders Risk policies:

“In accordance with Concession Contract No. _____ dated _____, between the United States of America and [the Concessioner] payment of insurance proceeds resulting from damage or loss of structures insured under this policy is to be disbursed directly to the Concessioner without requiring endorsement by the United States of America.”

IV) INSURANCE COMPANY MINIMUM STANDARDS

All insurance companies providing the above described insurance coverages must meet the minimum standards set forth below:

- A) All insurers for all coverages must be rated no lower than A-by the most recent edition of Best's Key Rating Guide (Property-Casualty Edition).
- B) All insurers for all coverages must have a Best's Financial Size Category of at least VIII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition).
- C) All insurers must be admitted (licensed) in the state in which the concessioner is domiciled.

V) CERTIFICATES OF INSURANCE

All certificates of Insurance required by this Contract must be completed in sufficient detail to allow easy identification of the coverages, limits, and coverage amendments that are described above. In addition, the insurance companies must be accurately listed along with their A.M. Best Identification Number ("AMB#"). The name, address and telephone number of the issuing insurance agent or broker must be clearly shown on the certificate of insurance as well.

Due to the space limitations of most standard certificates of insurance, it is expected that an addendum will be attached to the appropriate certificate(s) in order to provide the space needed to show the required information.

In addition to providing certificates of insurance, the concessioner, upon written request of the Director, must provide the Director with a complete copy of any of the insurance policies (or endorsements thereto) required herein to be maintained by the concessioner.

The Certificate of Insurance shall contain a notation that the insurance coverage represented therein complies with the provisions of this agreement as outlined in Exhibit I.

The notice of cancellation provision of the certificate shall have any and all qualifying language such as: "*We will endeavor to provide*" or "*failure to provide said notice will not place any liability upon the company or its representative*" deleted from its terms.

VI) STATUTORY LIMITS

In the event that a statutorily required limit exceeds a limit required herein, the higher statutorily required limit will be considered the minimum to be maintained. In the event that a statutorily required limit is less than the limits required herein, the limits required herein shall prevail.